



Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

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(231) 398-3500

MANISTEE COUNTY GREEN TEAM/RECYCLING COMMITTEE

Friday, October 2, 2009
11:00 A.M.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

AGENDA

- 1) Recycling Update
- 2) EPA Region 5's Community Climate Change Initiative (C3I)
(APPENDIX A)
- 3) National County Government Month - April 2010 (APPENDIX B)
- 4) SEEDS Proposal (APPENDIX C)
- 5) Other Items from Committee Members
- 6) Adjournment

APPENDIX A



Region 5 Climate Change

You are here: [EPA Home](#) [Region 5](#) [Climate Change](#) [Municipalities](#) C3I

Region 5's Community Climate Change Initiative (C3I)

What is C3I?

EPA recognizes the critical role that local governments play in addressing climate change and commends the many communities that have already begun to take action. C3I is an opportunity for EPA to share its climate partnership programs with Region 5 municipalities and for our communities to be recognized for their efforts to address climate change.

Why should your community be a part of C3I?

EPA has many partnership programs and resources that can assist municipal efforts to reduce greenhouse gas emissions. Our partnership programs, which offer useful information and technical assistance, can help meet the commitments of the Mayors Climate Protection Agreement and other greenhouse gas reduction programs. Additionally, these programs offer your community public recognition for partnering with EPA.

How to Join C3I:

For New EPA Partnership Program Members:

1. Learn about EPA Partnership Programs on the EPA website. If you have general questions about C3I, please contact either [Melissa Hulting](mailto:hulting.melissa@epa.gov) (hulting.melissa@epa.gov) at 312-886-2265 or [Erin Newman](mailto:newman.erin@epa.gov) (newman.erin@epa.gov) at 312-886-4587. We will be happy to assist you in finding a partnership program that is a good fit for your community.
2. Formally join one or more of the six EPA partnership programs listed below.
3. To ensure your community is publicly recognized by Region 5, fill out the [C3I Registration Form](#).

For communities that are already a member ENERGY STAR, Combined Heat and Power, the Green Power Partnership, WasteWise, WaterSense, and/or the Landfill Methane Outreach Program:

To ensure your community is publicly recognized by Region 5, simply fill out the [C3I Registration Form](#).

The above must be completed by September 30, 2009 in order to be part of Region 5's C3 2009 Initiative Recognition Program.

EPA Partnership Programs in EPA Region 5's Community Climate Change (C3) Initiative:

1. ENERGY STAR
Take the [ENERGY STAR Challenge](#)

A-2

Sign the [Partnership Agreement](#)

Questions? Contact: [Audrie Washington \(audrie.washington@epa.gov\)](mailto:audrie.washington@epa.gov) at 312-886-0069

<http://www.epa.gov/r5climatechange/c3i.html>
Last updated on Tuesday, August 18th, 2009.

2. WasteWise

Join the [WasteWise program](#)

Sign the [Partnership Agreement](#)

Questions? Contact: [Jacob Hassan \(hassan.jacob@epa.gov\)](mailto:hassan.jacob@epa.gov) at 312-886-6864

3. Combined Heat and Power

Join the [Combined Heat and Power Partnership](#)

Sign the [Letter of Intent](#)

Questions? Contact: [Alexis Cain \(cain.alexis@epa.gov\)](mailto:cain.alexis@epa.gov) at 312-886-7018

4. Green Power Partnership

Join the [Green Power Partnership](#)

Sign the [Partnership Agreement](#)

Questions? Contact: [Alexis Cain \(cain.alexis@epa.gov\)](mailto:cain.alexis@epa.gov) at 312-886-7018

5. WaterSense

Become a [WaterSense Partner](#)

Sign the [Partnership Agreement](#)

Questions? Contact: [Cary McElhinney \(mcelhinney.cary@epa.gov\)](mailto:mcelhinney.cary@epa.gov) at 312-886-4313

6. Landfill Methane Outreach Program

Join the [Landfill Methane Outreach Program](#)

Sign the [Memorandum of Understanding](#)

Questions? Contact: [Swarupa Ganguli \(gangli.swarupa@epa.gov\)](mailto:gangli.swarupa@epa.gov) at 202-343-9732

NACO National Association of Counties

CountyNews

The Voice of America's Counties

NATIONAL ASSOCIATION OF COUNTIES ■ WASHINGTON, D.C.

VOL. 41, NO. 18 ■ SEPTEMBER 21, 2009

National County Government Week expands to a month

More counties will have the opportunity to participate in National County Government Week activities in 2010, when the observance expands from a single week in April to the entire month — henceforth to be known as National County Government Month.

NACo's Executive Committee decided to expand National County Government Week to a month to give counties more options to schedule activities that raise public awareness and understanding of county government.

National County Government Month (NCGM) will be held in April in 2010 and future years.

"By designating each April as National County Government Month, counties will have greater flexibility to plan and schedule their own county government activities," said NACo President Valerie Brown. "Counties aren't expected



to hold public awareness activities throughout the month, but can schedule activities any time during the month."

Previously, a county government week with fixed dates fell at an inconvenient time for some counties, according to feedback the Executive Committee received.

First celebrated in 1991, National County Government Week

(now National County Government Month) was created by NACo to raise public awareness and understanding about the roles and responsibilities of the nation's 3,068 counties. The community outreach events help residents and businesses better understand how counties serve the community.

A booklet of ideas and suggestions on how to celebrate NCGM will be available early next year. It will also provide helpful information about media outreach strategies and NACo's online NCGM Media Resources Kit.

Mark your calendars: National County Government Month — April 2010.

For more information about NCGM, visit the "Public Awareness Campaigns" section of the NACo Web site or contact Tom Goodman at 202/942-4222 or tgoodman@naco.org.



APPENDIX C

September 4, 2009

Allan O'Shea
County Commission Chair
Manistee County
415 Third Street
Manistee, Michigan 49660

RE: Manistee County Greenhouse Gas Inventory & Climate Action Plan

Dear Mr. O'Shea,

Per your request, SEEDS is pleased to provide a scope of work and cost estimate for an energy and greenhouse gas emissions inventory and reduction action plan for Manistee County's municipal operations and countywide community.

The estimated cost for SEEDS to complete the first of three phases of the professional services outlined in the enclosed proposal is \$18,265. The total of SEEDS costs for the completion of all three phases is \$55,815

Details of the scope of work, budget, timeline, and formal contract for authorization are enclosed. If you are satisfied with this proposal, please sign the proposal agreement and post or email a signed copy. If you have any questions, request clarification, or wish to revise the project scope or approach to better serve your needs, we would be delighted to discuss the proposal with you or the County's Green Team at your earliest convenience. Please contact me at 412-363-2813 or via email at barton@ecoseeds.org.

Sincerely,

Barton Kirk
Project Manager

MANISTEE COUNTY GREENHOUSE GAS INVENTORY & CLIMATE ACTION PLAN

EXECUTIVE SUMMARY

Manistee County is advancing the transition to a green economy and community resiliency. The County, its citizens, and companies like Moriah Power and Archangel Restoration are taking bold steps to demonstrate leadership in reducing energy operating costs, dependence on unsustainable fuel sources, and contributions to global climate change, while also improving quality of life in the region.

These efforts are significant! Still much greater advances and more widespread adoption of these paradigms and practices are needed to truly realize climate protection and community resilience. As a result, the County desires to engage in an energy reduction and climate protection effort that achieves the following:

- Clear cost savings to the County, its businesses, and residents;
- Raised awareness about climate change and energy impacts;
- Countywide carbon footprint reduction;
- Preparedness for a renewable energy and low-carbon future; and
- A quantified account of Manistee's story of transition as it unfolds.

To attain these objectives SEEDS' recommends Manistee County join the Cities for Climate Protection (CCP) campaign led by the international non-profit, ICLEI – Local Governments for Sustainability. For more than 700 local governments that have adopted the campaign's five milestones, the program's structure serves as a solid framework for objective and quantified climate and energy analysis and action.

ICLEI CCP Milestones
1. Conduct baseline emissions inventory & forecast.
2. Adopt an emissions reduction target.
3. Develop a Local Climate Action Plan
4. Implement policies and measures.
5. Monitor and verify results.

SEEDS' proposed scope of services will provide Manistee County with the technical assistance and resources necessary to complete CCP Milestones 1, 2, & 3 as well as the tools to carry out the long term processes of implementing and monitoring energy and climate actions (Milestones 4 & 5). We will assist the County to develop, initiate, and monitor a pragmatic yet leading-edge Greenhouse Gas Emissions Inventory and Local Climate Action Plan for both the County municipal operations and the countywide community.

Our process for achieving this objective relies on a highly collaborative process among SEEDS staff, the municipal staff, community partners and volunteers. This collaborative process has three primary intentions: 1) develop long-term energy and carbon accounting capacity within the municipality and community; 2) foster broad community engagement; and 3) develop a pragmatic and community-supported plan of action.



MANISTEE COUNTY GREENHOUSE GAS INVENTORY & CLIMATE ACTION PLAN

We propose the following three phase collaborative approach to advance the County through the first three CCP Milestones. The total three phase project is expected to take 12 to 20 months dependent upon the level of County staff and community participation and is estimated to involve roughly 1000 and 750 personnel-hours of SEEDS and Manistee staff time respectively.

Phase	Duration	SEEDS	Manistee
Phase 1: Baseline inventory & forecast	4-6 months	318 hrs	216 hrs
Phase 2: Set target & draft Climate Action Plan	4-7 months	333 hrs	242 hrs
Phase 3: Refine Climate Action Plan	4-7 months	345 hrs	299 hrs

The baseline inventory aids in identifying the operations and community sectors with the greatest potential for energy, greenhouse gas, and cost reductions, and provides the benchmark against which the initial target reduction goals may be set and monitored. The draft Manistee Climate Action Plan outlines opportunities and strategies for municipal and community level reductions engaging the creativity and resources of a broad stakeholder group. The refinement of the Manistee Climate Action Plan will serve to quantify and prioritize the most promising and cost effective strategies to facilitate quick, strategic, and successful implementation.

The estimated budget for SEEDS' outlined scope of services is \$18,265 for Phase I, \$18,365 for Phase II and \$19,185 for Phase III.

Estimated Project Total Payable to SEEDS for Phases I, II, & III **\$55,815**

Multiple opportunities for funding may soon be available to support all or part of the services described in this proposal, including \$120K from the Energy Efficiency & Conservation Block Grants, \$70K through Low Income Energy Efficiency funding, as well as financial support from the 2020 Climate Leadership Fund. At the same time, some of these funding sources may also be leveraged by initiating this scope of work.

SEEDS

SEEDS is a 501c3 non-profit environmental research, education, and design organization focused on reducing ecological footprints. Our Climate Protection and Ecological Footprinting team includes individuals skilled not only in greenhouse gas emissions and life-cycle cost-benefit analysis, but also public participation and community organizing. We look forward to working with the Manistee County commissioners, staff, and community partners to promote the development and application of sound science to greenhouse gas emissions issues, toward the implementation of cost-effective solutions that protect our environment and improve the quality of life.



SEEDS

921 W. 11th Street, Suite 2E
Traverse County, MI 49684
Federal I.D. 38-3482266

PROJECT INFORMATION

Project Title: Manistee County Greenhouse Gas Inventory & Climate Action Plan

Project Period:

Fall 2009 – 2011

Total Project Cost:

\$55,815.00

AUTHORIZED SIGNATURES

PRINCIPAL INVESTIGATOR / PROJECT MANAGER

☒ I AGREE TO ACCEPT RESPONSIBILITY FOR THE CONDUCT OF THE PROJECT.

☒ I CERTIFY THAT THE STATEMENTS HEREIN ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE, AND ACCEPT THE OBLIGATION TO COMPLY WITH ALL THE TERMS AND CONDITIONS IF A CONTRACT IS AWARDED AS A RESULT OF THIS PROPOSAL.

Barton Kirk – SEEDS Project Manager

Signature: _____

Barton Kirk

Date: 9/4/2009

1 INTRODUCTION & INTENT

Manistee County is advancing the transition to a green economy and community resiliency. The County and its citizens are taking bold steps to demonstrate leadership in reducing energy operating costs, dependence on unsustainable fuel sources, and contributions to global climate change, while also improving quality of life in the region. When a new coal-fired power plant offered economic and employment incentives, the citizens of Manistee sent a clear message across the region and the state, that Manistee had a greener vision of community prosperity and health than could be offered by carbon-intensive industry. In the wake of that effort, new climate-positive enterprises and green jobs have emerged. Notably Mariah Power and Archangel Restoration stand as two beacons of promise for the green economy paradigm.

The County's Green Team also advances this culture of conservation and doing well by going green. The Green Team's local government efforts in building energy benchmarking, energy efficiency retrofitting, waste reduction, and purchasing policies that are conscious of the long-term triple bottom line, are valuable and practical models of fiscal and environmental responsibility to the community.

These efforts are significant! Still much greater advances and more widespread adoption of these paradigms and practices are needed to truly realize climate protection and community resilience. As a result, the County desires to engage in an energy reduction and climate protection effort that achieves the following objectives:

- Clear cost savings to the County, its businesses, and residents;
- Increased awareness about climate change and energy impacts;
- Countywide carbon footprint reduction;
- Preparedness for a renewable energy and low-carbon future; and
- A quantified account of Manistee's story of transition as it unfolds.

ICLEI – Local Governments for Sustainability, an international non-profit committed to advancing the sustainability of communities through municipalities has established the Cities for Climate Protection™ (CCP) campaign which has proven to be a successful model for municipalities attempting to achieve these objectives of energy, carbon, and cost reduction along with climate change awareness and community resilience.

ICLEI CCP Milestones
1. Conduct baseline emissions inventory & forecast.
2. Adopt an emissions reduction target.
3. Develop a Local Climate Action Plan
4. Implement policies and measures.
5. Monitor and verify results.



For the more than 700 local governments that have adopted the campaign's five milestones, the program's structure serves as a solid framework for objective and quantified climate and energy analysis and action. SEEDS is successfully employing ICLEI's CCP program with several of these municipalities in both Michigan and Pennsylvania and recommends similarly Manistee County root its climate and energy progress on this starting point.

SEEDS' scope of work herein corresponds to the first three Milestones of ICLEI's Cities for Climate Protection (CCP) program.

1.1 OBJECTIVE

The objective of this outlined scope of services is to provide Manistee County with the technical assistance and resources necessary to complete CCP Milestones 1, 2, & 3 as well as the tools to carry out the long term processes of implementing and monitoring energy and climate actions (Milestones 4 & 5). We will assist the County in developing, initiating, and monitoring a pragmatic yet leading-edge Greenhouse Gas Emissions Inventory and Local Climate Action Plan for both the County municipal operations and the countywide community. Our process for achieving this objective leverages local municipal collaboration and community resources to realize the most project cost savings practical. Additionally, opportunities for financial support for our services and this process are highlighted within.

We propose the following three phase approach to advance the County through the first three CCP Milestones:

- Phase 1: Baseline inventory & forecast
- Phase 2: Set target & draft Manistee Climate Action Plan
- Phase 3: Refine Manistee Climate Action Plan

The baseline inventory will aid in identifying the operations and community sectors with the greatest potential for GHG reductions and savings, and provide the benchmark against which the initial target reduction goals may be set and monitored. The draft Manistee Climate Action Plan will outline opportunities and strategies for energy, cost, and greenhouse gas reductions. The action plan drafting process will engage the creativity and resources of a broad stakeholder group at both the municipal and community levels. And the refinement of the Manistee Climate Action Plan will serve to quantify and prioritize the most promising and cost effective strategies to facilitate quick, strategic, and successful implementation.

Ultimately the cost effectiveness, degree of success, and sustainability of each of these efforts depends largely on the level of collaboration and commitment of municipal staff and community partners. The highest level of cost savings, reduction achievement, and continuity of this effort is likely to result from a high level of participation from one or more members of your municipal staff to this process.



1.2 SEEDS

SEEDS is a 501c3 non-profit environmental research, education, and design organization focused on reducing ecological footprints. We have assembled an expert project team to assist Manistee County in completing all facets of the outlined project. Our Climate Protection and Ecological Footprinting team includes individuals skilled not only in greenhouse gas emissions and life-cycle cost-benefit analysis, but also public participation and community organizing. The ultimate success of the project will be evaluated not only on a completed baseline emissions inventory and climate action plan but on how effectively the information is coordinated, compiled, and shared in preparation for fiscally prudent and environmentally responsible action.

As a nonprofit organization dedicated to awareness and action addressing environmental and sustainability issues, our unique approach is based upon utilizing participatory processes that involve key stakeholders from beginning to end. Our experience and holistic methods help to ensure that plan objectives do not undermine the project intent by simply shifting environmental, economic, or social burdens.

We look forward to working with the Manistee County commissioners, staff, and community partners to promote the development and application of sound science to energy independence and greenhouse gas emissions issues, toward the implementation of cost-effective solutions that protect the environment and improve the quality of life.



2 METHOD / APPROACH

Manistee County seeks to establish a baseline inventory of the County's municipal and community energy profile and greenhouse gas emissions from which to develop a local plan of action. The inventory shall include municipal operations and community sectors as necessary to sufficiently inform and support future decision-making and target setting for fiscally and environmentally responsible action.

SEEDS' recommended methodology approaches energy and greenhouse gas analysis from a climate protection context rather than approaching greenhouse gas impacts solely from an energy use perspective. This distinction is important because the former includes a comprehensive characterization of both climate and energy impacts; while the latter leaves out important climate impacts such as waste, wastewater, refrigerant, and agricultural emissions.

SEEDS' greenhouse gas assessment process is built upon ICLEI's Cities for Climate Protection™ methodology and will use the most recent version of ICLEI's Clean Air Climate Protection (CACP) software available at the project initiation date (currently CACP 2009). All methods, assumptions, and emissions factors implicit in the ICLEI CCP methodology and the CACP software will be used unless otherwise stated. Any calculations performed outside the ICLEI software will be conducted and documented in accordance with the ICLEI Local Government Operations Protocol (currently version 1.0).

2.1 PROJECT SCOPE

Inventories of municipalities and their communities performed using the ICLEI protocols generally include energy sources and expenditures and both direct and indirect greenhouse emissions classified by three scopes.

Direct emissions are considered **Scope 1** and are defined as emissions resulting from operations owned or controlled by the reporting entity. These primarily include emissions resulting from the combustion of fossil fuels for heating and transportation used by the reporting entity.

Indirect emissions are released as a result of operations of the reporting entity, but emitted by sources controlled or owned by another entity. Emissions resulting from the consumption of purchased electricity, heat, or steam are considered indirect and represent **Scope 2**.

Other indirect emissions, are referred to as **Scope 3**, including emissions resulting from the provision of products or services purchased, but not controlled, by the reporting entity.

MUNICIPAL SCOPE

The inventory of municipal operations will adhere to the ICLEI Local Government Operations Protocol and will be developed within the CACP 2009 software which compiles scope 1 & 2 direct and indirect emissions from the following activities:



- Building and facility heating and electrical energy use,
- Street and traffic light energy use,
- Fleet vehicle fuel consumption,
- Refrigerant and fire suppressant emissions, and
- Local electrical energy production and distribution

for all municipally owned or controlled departments, facilities, and operations, which may include:

- Port facilities,
- Airport facilities,
- Water delivery facilities,
- Wastewater facilities,
- Solid waste facilities,
- Transit fleet, and
- Municipally controlled power utilities.

Note: Categories for Scope 3 emissions are notably absent from the CACP 2009's municipal operations categories. Scope 3 activities include employee commuting, employee business travel, emissions from solid waste generated by the municipal operations and life-cycle emissions from products and services purchased. These Scope 3 emissions can be assessed and reported separately if requested.

The resulting greenhouse gas and energy inventory of these municipal operations provides County staff improved clarity in identifying internal cost-saving and carbon-reducing measures, while serving as a model of stewardship and objective environmental decision-making to the broader community. However, Manistee County recognizes that their greatest influence on GHG emissions is not directly through municipal operations, but as an indirect result of community planning and policy that shapes the nature of development and growth within the community. Thus, in order to best guide the environmental priorities of community planning and decision-making a community-wide inventory shall be assessed in addition to the municipal inventory.

COMMUNITY SCOPE

At this time ICLEI's Community GHG Protocol is currently being revised. Until the revised Community GHG Protocol is released, SEEDS' method for community-wide greenhouse gas inventories, has drawn on the structure and definitions used by ICLEI's Local Government Operations Protocol and CACP software, with supplemented methods (as necessary) from the US Environmental Protection Agency's Emissions Inventory Improvement Program (EIIP) and International Panel on Climate Change (IPCC). The scope 1 & 2 direct and indirect emissions compiled by the CACP 2009 software include the following community-wide activities:

- Electricity consumption,
- Heating fuel consumption,
- Transportation fuel consumption,



- Solid waste generation and degradation,
- Manufacturing processes

for the residential, commercial, and industrial sectors of the community.

Given the rural character of Manistee County and expressed interest by the County staff, two additional sectors will be included.

Agricultural Emission

Methane and nitrous oxide emissions resulting from agricultural practices will be calculated using the state-level agricultural emissions models with county-level agricultural activities data. The agricultural emissions for Manistee County will be estimated using the agriculture module of the EIIP's state inventory tools (released July 2008). Agricultural activities of concern include emissions from livestock digestion, manure management, and soil management.

Wastewater Emissions

Methane and nitrous oxide emissions resulting from onsite and community wastewater treatment processes will be estimated using the most recent IPCC Guidelines for National Greenhouse Gas Emissions Inventories and county level wastewater management data.

Note: Forest management and land use change is not typically included in local community greenhouse gas emissions inventories and will not be included unless requested. However, greenhouse gas reductions resulting from changes in forest management and land use changes will likely be evaluated for the purposes of developing the local action plan.

Likewise Scope 3 emissions, including emissions from purchased products and services produced outside the county are not typically included in local community greenhouse gas emission inventories and will not be included unless requested, but will likely be considered in the development of the local action plan.

2.2 COLLABORATIVE PROCESS

SEEDS approach to fulfilling the described methodology relies on a highly collaborative process among SEEDS staff, the municipal staff, community partners and volunteers. This collaborative process has three primary intentions including:

1. To develop greenhouse gas quantification and energy accounting capacity at the municipal and community level that may carry beyond this contract;
2. To foster a process that engages the broader community; and
3. To develop a plan of action that is both pragmatic and supported by the community as a whole.

This collaborative process is structured around three teams: the Project Team, consisting of the core municipal, SEEDS, and any volunteer personnel that will collectively perform and manage the



analysis and planning tasks; a Municipal Climate Team with representation from each of the county municipal operations; and a Community Climate Team, comprised of key community stakeholders.

Other important participants in this process include the county board of commissioners and the broader county community, who will be engaged at key milestones throughout the inventory, goal setting, and action planning process.

PROJECT TEAM

The project team is comprised of the core group of municipal and/or volunteer staff working with SEEDS staff on a weekly or monthly basis to complete the project objectives. The project team will work together to complete inventory and action plan analysis, draft reports, and organize Climate Team Meetings.

Barton Kirk – SEEDS' GHG Analyst, will serve as the primary technical consultant and lead the inventory, forecast, and reduction measure analysis. Mr. Kirk will provide technical assistance and training on inventory protocols and software, as well as the quantification of GHG reduction measure costs and benefits.

Michael Powers – SEEDS' Project Manager, will serve as SEEDS primary communications liaison and lead the Project Kick-off, GHG Target Setting and Climate Action Plan development. Mr. Powers will also assist in data collection and community outreach and engagement.

Municipal Project Manager – To be determined, will provide project oversight and facilitate a cooperative and collaborative atmosphere for the Municipal and Community Climate Teams, as well as oversee media, publications, event and meeting coordination.

Municipal Project Technician – To be determined, will be primarily responsible for project data collection and data entry.

Other Staff or Volunteers – To be determined, may also be tasked with project data collection and media and outreach functions.

MUNICIPAL CLIMATE TEAM

The Municipal Climate Team will be comprised of representatives (typically department heads) of key municipal operations, with access to operational data sources or with valuable perspective on the opportunities and challenges for energy and GHG reductions within municipal operations. This team is expected to be comprised primarily of the County Green Team members, with a few additional municipal staff members if appropriate.

COMMUNITY CLIMATE TEAM

Similarly to the Municipal Climate Team, key stakeholders representing critical data sources, community sectors, and municipal departments will be invited to join the Community Climate Team. This advisory panel plays a pivotal role in connecting the Project Team with community data



sources, identifying partnerships and opportunities for GHG reductions, and selecting final recommendations for the Climate Action Plan. The Community Climate Team may include but is not limited to representatives from the following:

- County Green Team
- Consumers Energy
- Cherryland Electric Cooperative
- DTE / Michigan Consolidated Gas
- Northwest Michigan Council of Governments
- Mariah Power
- Archangel Restoration



3 RECOMMENDED WORK PLAN

Manistee County seeks to establish a baseline inventory of the County's municipal and community energy profile and greenhouse gas emissions from which to develop a local plan of action. To achieve this intent with methods previously described, SEEDS proposes the following three phased work plan.

PHASE 1 – BASELINE INVENTORY & FORECAST

1. Provide GHG training for Project Team,
2. Establish Municipal and Community Climate Teams,
3. Conduct initial data survey,
4. Complete draft inventory and projection,
5. Estimate existing reduction measures
6. Identify data gaps and omissions, and
7. Finalize inventory and report results.

PHASE 2 – SET TARGET & DRAFT MANISTEE CLIMATE ACTION PLAN

1. Review local, state, federal, and international goals,
2. Engage Climate Teams in goal setting,
3. Obtain target goal commitments from commissioners and community partners,
4. Gather broad community input on actions for energy and ghg reduction,
5. Engage Climate Teams in prioritizing actions,
6. Conduct scoping cost-benefit analysis of priority actions, and
7. Draft Manistee Climate Action Plan.

PHASE 3 – REFINE MANISTEE CLIMATE ACTION PLAN

1. Review draft action plan with Climate Teams and re-prioritize actions,
2. Flesh out implementation strategies for priority actions,
3. Conduct in-depth analysis of life-cycle costs and benefits of priority actions,
4. Refine and synthesize the Manistee Climate Action Plan,
5. Obtain letters of commitments from community partners, and
6. Present refined plan and commitments to commissioners for approval.

Resource demands required by each task including SEEDS, municipal, and community volunteer personnel are outlined in Table 1, while each work plan step is described in greater detail below.



Phase I – Baseline Inventory & Forecast

3.1 PROJECT KICK-OFF AND DEVELOPMENT

To initiate the project, the Project Team will review the project goal, scope, and schedule and identify key stakeholders for invitation to the Municipal and Community Climate Teams. After the Project Team has attended the online introductory training for ICLEI's CACP software, Mr. Kirk will lead the Project Team in an in-depth GHG analysis and inventory training to compliment the municipal staff's experience with Energy Star Portfolio Manager and the introductory CACP trainings. For the final component of the project kick-off, the Project Team will invite and convene the first Municipal and Community Climate Team meetings. These meetings will serve to introduce the project and identify contacts for critical inventory data sources and existing energy and greenhouse gas reduction measures already in place.

3.2 MILESTONE 1 - GHG BASELINE INVENTORY AND FORECAST

SEEDS will lead the Project Team through the inventory and forecasting process as well as the quantification of existing reduction measures. The Municipal Technician will be responsible for each phase of data entry into the CACP software with oversight from SEEDS, who will ensure consistent and complete documentation of data sources, calculation methods, and assumptions to guarantee transparency and facilitate follow-up reporting and monitoring.

DATA ACQUISITION

The project will capitalize on the existing inventory of municipal building energy performance captured by the County's use of Energy Star Portfolio manager. The project will also capitalize on the resources and coordination of the Climate Teams to assemble data for input into the CACP software. Gathering data and managing data source contacts is one of the most time consuming elements. Combining SEEDS' GHG data collection experience and management resources with municipal data collection assistance will result in a more resource efficient and inclusive process.

INVENTORY

The calculation and entry of inventory data will be managed by SEEDS. SEEDS will be primarily responsible for the calculation and estimation of community activities data, as necessary, prior to entry into the CACP software. Specifically, waste, wastewater, and agriculture inventories typically require calculation outside of the CACP software.

PROJECTION

Following the baseline inventory, the Project Team will examine existing municipal planning and development resources including but not limited to the most recent County Comprehensive Plan. Fuel and electricity source projections will also be developed to reflect future regional power and



fuel availability in addition to demand changes. Mr. Kirk will then model selected forecast scenarios for entry into the CACP software.

EXISTING REDUCTION MEASURES

Concurrent to the inventory and forecast SEEDS will lead the municipal and community Climate Team members in identifying, calculating, and documenting existing community-wide and municipal efforts contributing to reductions in GHG emissions. Although this task is typically reserved for Milestone 3, our previous experience has shown that it is helpful and more efficient for this information to be quantified prior to setting a reduction target. Additionally, documentation of existing reduction measures provides a quantified basis for detailing the story of progress and action already occurring within the County.

REVIEW & REPORTING

Upon completion of the inventories and forecasts and following an internal review, results will be sent to ICLEI for review. Revisions will be made as necessary and discussed among the Project Team. The final analysis and report will identify current and future primary GHG emissions and energy demands and serve as the foundation for goal setting and strategic action planning.

Phase II – Set Target & Draft Climate Action Plan

3.3 MILESTONE 2 – GHG EMISSIONS REDUCTION TARGET

Under the guidance of SEEDS, the Project Team will review current local, state, and federal goals, and convene Municipal and Community Climate Team meetings. This second round of Climate Team meetings will examine the results of the Milestone 1 inventory and projection and engage the stakeholders in establishing significant yet achievable reduction targets tailored to the unique assets, liabilities, and future vision of the County. The process will likely result in short term, mid-term, and long term reduction targets for both the local government and the community, but will at a minimum establish a reduction target for the year 2020. Letters of support for these target goals will be solicited from community partners, after which the goals will be recommended to the County Commissioners for approval.

3.4 DRAFT THE MANISTEE CLIMATE ACTION PLAN

The Climate Action Plan will build upon the baseline information and targets established in Milestones 1 and 2 and will more directly engage the wider community in discussion, planning, and collaboration. The action planning process targets GHG and energy efficiency solutions most relevant to the County's specific municipal operations or community sectors. The identified solutions receive an initial scoping evaluation of their cost and reduction value. The initial scoping evaluations then shape the draft climate action plan, which informs more targeted, in-depth analyses during Phase III.



COMMUNITY ENGAGEMENT

Critical to the development of an effective action plan is the act of directly garnering public acknowledgement, input, and support. The best way to gain community endorsement of and participation in reduction strategies is to engage the public in the process of developing the strategies themselves. The Project Team will capitalize on Manistee's established renewable energy volunteer and activist network to generate interest and awareness around a public online forum and one-day workshop soliciting ideas for community reduction measures and partnerships. A third round of Climate Team meetings will follow to identify additional reduction opportunities and prioritize the compiled community and municipal measures for evaluation.

REDUCTION MEASURE SCOPING EVALUATION

Following the public forum and workshop, the project team will host a third round of Climate Team meetings. Climate Team members will review community suggestions, identify additional reduction opportunities, outline potential implementation strategies, and prioritize the compiled community and municipal measures for evaluation. The Project Team will conduct a scoping assessment of the cost and reduction potential of the priority measures. This scoping analysis will provide the basis for the first draft of the Manistee Climate Action Plan.

PLAN DRAFT

Upon identification of the most appropriate reduction measures, the Project Team will draft the Climate Action Plan comprised of potential municipal and community-level actions to achieve short, mid, and long-term reduction targets.

PHASE III – Refine Climate Action Plan

3.5 REFINE CLIMATE ACTION PLAN

The second iteration of the Climate Action Plan allows the Project and Climate Teams to refine and focus the plan on the most promising strategies, before conducting an in-depth analysis of the life-cycle costs and benefits of each reduction measure. The results of this further analysis will set the strategy and final recommendations of the action plan.

DRAFT ACTION PLAN REVIEW

The Climate Teams will be again convened to review the draft Climate Action Plan and results of the scoping evaluations to refine community and municipal priorities, ranking reduction measures for direct implementation or further investigation. The Project Team will then work directly with select Climate Team members to develop clear implementation strategies for the critical municipal and community reduction measures.



REDUCTION MEASURE IN-DEPTH EVALUATION

As the details of the implementation are identified, SEEDS will lead the Project Team in evaluating, in depth, each measure based on:

- Greenhouse gas reduction,
- Economic efficiency,
- Logistical feasibility,
- Partnership involvement,
- Community support, and
- Co-benefits (e.g. Criteria Air Pollutant reductions, job or revenue production, and improved quality of life).

PLAN SYNTHESIS

Upon the final reconvening of the Community and Municipal Climate Teams, Team members will review the results of the in-depth evaluations, recommending strategic immediate and phased actions to achieve short, mid, and long-term target reductions. The Project Team will synthesize this feedback into official implementation and strategic action recommendations. The resulting working document will provide language for incorporation into the County Comprehensive Plan and other organization planning documents as well as specific policies and municipal-community partnerships directed at immediate and long-term action.

PLAN APPROVAL

The final step in completing Milestone 3 will be to seek letters of support of the Manistee Climate Action Plan from organizations represented in the Community Climate Team and others prior to presenting the Plan to the County Commissioners for approval.



The work plan depicted in Tables 1A and 1B outlines the basic tasks and the distribution of task management and personnel hours under the proposed collaborative approach. The expected duration of each task is also listed. A gantt chart depicting the actual proposed schedule can be provided after an approximate start date is chosen.

Table 1A: Proposed Work Plan Schedule – Phase I

Work Plan Schedule Milestones & Tasks		Task Details				Personnel Hours	
		Task Manager *	Duration	SEEDS	Municipal	Volunteer	Total
PHASE 1							
Project Kickoff & Development							
Hold Project Team Meeting	Manistee	1 week	6	6	0	12	
ICLEI software training (offered by ICLEI periodically)	SEEDS	1 week	1	6	0	7	
In-depth GHG quantification protocol training	SEEDS	1 week	12	6	0	18	
Convene Municipal Climate Team	Manistee	1 week	8	11	0	19	
Convene Community Climate Team	Manistee	1 week	8	9	20	37	
TOTALS (Kick-Off)		1 month	35	38	20	93	
Milestone 1 - Greenhouse Gas Inventory & Projection							
Municipal Data acquisition						0	
Identify GHG calculation methods & data needs	SEEDS	1 week	6	3	0	9	
Collect inventory, forecast, and reduction data	SEEDS	2 months	10	15	0	25	
Transcribe data as necessary	Manistee	1 month	5	5	0	10	
Municipal Inventory							
Calculate inventory model input data	SEEDS	1 month	10	1	0	11	
Enter inventory data	Manistee	3 weeks	3	15	0	18	
Document sources, methods and assumptions	SEEDS	1 month	3	3	0	6	
Municipal Projection							
Review municipal planning docs and expectations	SEEDS	1 week	6	2	0	8	
Calculate GHG Projections	SEEDS	2 weeks	11	3	0	14	
Enter projection data	Manistee	1 week	2	4	0	6	
Document sources, methods and assumptions	SEEDS	1 week	4	1	0	5	
Municipal Initial Reduction Measures							
Calculate existing and planned reduction measures	SEEDS	2 weeks	17	5	0	22	
Enter measures data	Manistee	1 week	2	8	0	10	
Document sources, methods and assumptions	SEEDS	1 week	10	4	0	14	
Community Data acquisition							
Identify GHG calculation methods & data needs	SEEDS	1 week	5	2	0	7	
Collect inventory, forecast, and reduction data	SEEDS	2 months	13	17	20	50	
Transcribe data as necessary	Manistee	1 month	5	5	0	10	
Community Inventory							
Calculate inventory model input data	SEEDS	1 month	10	1	0	11	
Enter inventory data	Manistee	3 weeks	5	15	0	20	
Document sources, methods and assumptions	SEEDS	1 month	3	3	0	6	
Community Projection							
Review community, state, and national planning and projection docs	SEEDS	1 week	6	2	0	8	
Calculate GHG Projections	SEEDS	2 weeks	11	3	0	14	
Enter projection data	Manistee	1 week	2	4	0	6	
Document sources, methods and assumptions	SEEDS	1 week	4	1	0	5	
Community Initial Reduction Measures							
Calculate existing and planned reduction measures	SEEDS	2 weeks	17	5	0	22	
Enter measures data	Manistee	1 week	6	8	0	14	
Document sources, methods and assumptions	SEEDS	1 week	12	2	0	14	
Review and Reporting							
Internal review	SEEDS	1 week	7	0	0	7	
Report inventory & projections & initial measures	SEEDS	3 weeks	85	40	0	125	
ICLEI review	SEEDS	1 week	3	1	0	4	
TOTALS (Inventory)		5 months	283	178	20	481	
PHASE 1 TOTALS		6 months	318	216	40	574	



Table 1B: Proposed Work Plan Schedule – Phases II & III

Work Plan Schedule Milestones & Tasks		Task Details		Personnel Hours		
		Task Manager	Duration	SEEDS	Municipal	Volunteer
PHASE 2						
Milestone 2 - Greenhouse Gas Target Setting						
Review international, national, state, and regional goals	SEEDS	1 week	10	4	0	14
Convene Municipal Climate Team	Manistee	2 weeks	50	34	0	173
Convene Community Climate Team	Manistee	2 weeks	14	7	20	41
Obtain target commitments from Commissioners	Manistee	1 week	6	7	0	13
Obtain target commitments from community partners	Manistee	3 weeks	6	5	10	21
TOTALS (Targets)		2 months	86	57	30	262
Draft Local Action Plan						
Community Engagement						
Launch Action Planning awareness media blitz	Manistee	1 month	15	34	10	59
Host a public workshop and online form to solicit new reduction measures and community partnership ideas	SEEDS	2 months	24	43	30	97
Reduction Measure Scoping Evaluation						
Review new municipal & community measures	SEEDS	2 weeks	20	8	0	28
Convene Municipal Climate Team	Manistee	2 weeks	14	13	0	27
Convene Community Climate Team	Manistee	2 weeks	14	9	20	43
Prepare scoping cost-benefit of municipal measures	SEEDS	1 month	40	10	0	50
Prepare scoping cost-benefit of community measures	SEEDS	1 month	40	10	0	50
Plan Draft		1 month	80	58	0	138
TOTALS (Draft Plan)		5 months	247	185	60	492
PHASE 2 TOTALS		7 months	333	242	90	754
PHASE 3						
Milestone 3 - Refine Local Action Plan						
Review Draft Action Plan						
Convene Municipal Climate Team	Manistee	2 weeks	14	13	0	27
Flesh out Municipal implementation strategies	Manistee	2 months	40	60	0	100
Convene Community Climate Team	Manistee	2 weeks	14	9	20	43
Flesh out community implementation strategies	SEEDS	3 months	48	50	40	138
Reduction Measure Scoping Evaluation						
Investigate municipal measures feasibility and cost / benefits in-depth	SEEDS	2 months	60	45	0	105
Investigate community measures feasibility and cost / benefits in-depth	SEEDS	2 months	65	25	0	90
Plan Synthesis						
Convene Municipal Climate Team	Manistee	2 weeks	14	13	0	27
Convene Community Climate Team	Manistee	2 weeks	14	9	20	43
Revise / Refine Action Plan	SEEDS	1 month	70	61	0	131
Plan Approval						
Obtain measure implementation commitments from community partners	Manistee	3 weeks	0	5	20	25
Present to Commissioners for municipal approval of Action Plan	Manistee	2 weeks	6	9	20	35
TOTALS (Refine Plan)		7 months	345	299	120	764
PHASE 3 TOTALS			345	299	120	764
PROJECT TOTALS		20 months	1103	757	250	2199



4 TIMELINE

The project schedule and timeline is highly dependent on the pace of communication and collaboration between SEEDS and your municipal staff. The task and phase durations listed in the Work Plan Schedule above are best approximations based on experience. It is expected that each phase will require the following:

- | | |
|--|--------------|
| • Phase 1: Baseline inventory & forecast | 4-6 months |
| • Phase 2: Set target & draft Manistee Climate Action Plan | 4-7 months |
| • Phase 3: Refine Manistee Climate Action Plan | 4-7 months |
| • Total Project Duration | 12-20 months |

Motivated Project and Climate Teams can feasibly achieve the outlined tasks in 12 months.

5 SEEDS' PROJECT STAFF

SEEDS project managers, Barton Kirk and Michael Powers, will co-lead the project team. SEEDS' staff has experience managing research, education, and design projects with a variety of partners including state and local governments, universities, for-profit corporations, non-profit organizations, and community groups.

Barton Kirk, MS, EIT, Project Manager/GHG Analyst

Mr. Kirk is the leading analyst for SEEDS' Climate Protection and Ecological Footprinting Campaign and has conducted greenhouse gas inventories for municipal, university, and private school clients. Previously he served as the project manager and co-investigator of regional and international research projects investigating the sustainability of water, wastewater, and stormwater infrastructure through economic and environmental life cycle analyses – including greenhouse gas emission inventories of water infrastructure construction and operation.

Mike Powers, Project Manager

Climate and energy outreach and advocacy specialist, Michael Powers is an Al Gore-trained climate change educator, experienced coalition builder, and renewable energy technician. He currently leads community engagement for a SEEDS' two-year county-wide climate action planning process funded by the Michigan Public Services Commission.

Sarna Salzman, MS, Executive Director

Ms. Salzman leads general administration of staff and subcontractor activities as well as oversight of stakeholder engagement processes. An experienced facilitator and coordinator, she is responsible for ensuring that all relevant stakeholders are granted voice and that effective communication pathways are maintained throughout SEEDS' design and analysis projects. As a stakeholder liaison, her work is the embodiment of SEEDS' commitment to building social and human capital in concert with technical solutions and analysis.



6 ESTIMATED BUDGET

The project cost estimate below is for the provision of SEEDS' technical guidance and community engagement services in collaborative completion of the inventory, planning, and training deliverables outlined in the Recommended Work Plan, Section 3. SEEDS' assistance in the direct implementation of reduction measures is not included in this scope or budget. Project deliverables will be completed and billed on a time and material basis in the order of the phases described in Section 3. SEEDS agrees not to exceed the estimated total below, without written consent to proceed. Work extending beyond this scope, may be agreed to by email or a signed letter and will be billed additionally on a time and materials basis.

Phase I

<u>Project Kick-Off & Development</u>	\$2,050
<u>Milestone 1 - Greenhouse Gas Inventory & Projection</u>	\$16,215
	=====
Phase I Sub-Total	\$18,265

Phase II

<u>Milestone 2 – Greenhouse Gas Target Setting</u>	\$4,710
<u>Draft Climate Action Plan</u>	\$13,665
	=====
Phase II Sub-Total	\$18,365

Phase III

<u>Milestone 3 – Refine Climate Action Plan</u>	\$19,185
	=====
Phase III Sub-Total	\$19,185

Estimated Project Total Payable to SEEDS	\$55,815
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Additional project costs not accounted for in the budget for SEEDS services include

- Municipal staff time,
- ICLEI Membership (\$650 annual fee),
- Media, printing, and other publishing costs, and
- Event and meeting hosting costs.



6.1 PROJECT FUNDING OPPORTUNITIES

Multiple opportunities for funding may soon be available to support all or part of the services and scope of work described in this proposal. Several of these opportunities have risen as a direct result of SEEDS' continued climate protection work regionally, nationally, and internationally.

ENERGY EFFICIENCY & CONSERVATION BLOCK GRANTS (EECBG)

The National American Reinvestment & Recovery Act has released \$76.6 million to the State of Michigan of which \$15.48 million will be made available to non-entitlement communities, like Manistee County, through a multi-purpose competitive grant process. Start and end dates for the grant process applications have yet to be announced but are anticipated for early Fall 2009.

The general grant goals are to reduce fossil fuel and total energy use, increase conservation and energy efficiency and energy efficiency awareness across building, transportation, and other sectors. The multi-purpose funding is intended for 13 project types including hiring consultants to develop energy efficiency strategies for municipal operations or community-wide activities. According to the State Energy Office, proposals which include an existing or planned comprehensive energy or greenhouse gas inventory and reduction will have a much great chance of receiving a grant award.

The State expects to make approximately 115 awards. Counties with populations of 25,000 applying singly may expect to receive up to approximately \$120,000. Multi-jurisdictional applications may result in a smaller disbursement of funds to the County, but will receive priority. SEEDS has partnered with the Northwest Michigan Council of Government (NWMCOG) to apply for multi-jurisdictional energy efficiency funding previously and will notify Manistee County of any similar opportunities under the EECBG.

An additional \$196,000 will be made available to non-profit technical assistance groups after the multi-purpose grants have been released. SEEDS will be applying for this funding as well, which if awarded may be used to discount SEEDS service fees.

LOW-INCOME ENERGY EFFICIENCY GRANTS (LIEE)

The Michigan Public Services Commission offers grants targeting strategies for realizing energy efficiency and energy cost relief to low-income residents. The LIEE fund was created by the Customer Choice and Electricity Reliability Act of 2000 and releases requests for proposals (RFPs) regularly. SEEDS is currently funded by this program to complete a county-wide community climate action plan for Grand Traverse County. SEEDS has also partnered with the NWMCOG and applied for funding through the Renewable Local Governments grant program. Awards for this grant are to be announced shortly. If awarded, NWMCOG will be able to provide ten counties within its region, including Manistee, with energy assessment services and implementation funds. This will include for each county, energy and greenhouse gas assessment services from SEEDS valued at approximately \$20,000 and implementation funds up to approximately \$50,000. Participating counties will be asked for a matching commitment of \$3,000 and 40% of energy saved by the initial investment.



SEEDS is also collaborating with Energy Works Michigan who was awarded an LIEE grant through the Renewable Schools program. SEEDS and Energy Works MI are in the process of identifying schools in Northern Michigan interested receiving technical and financial renewable energy and energy efficiency assistance. While this does not directly serve the scope of services outlined above, it could be integrated as a school component of the larger community climate action plan for Manistee County.

2020 CLIMATE LEADERSHIP FUND

This fund is currently being established by the State of the World Forum as part of its 2020 Climate Leadership Campaign, in partnership with Bioneers. The Fund beginning initially with \$5 million will enable the development of *Rapid Response Teams* comprised of energy and climate solutions specialists. These teams will be deployed to any city, state or institution making the commitment to reduce their carbon emissions by 80% by 2020 and develop sustainable lifestyles and economies. The strategic objective is to enable climate leadership to generate climate prosperity. The Rapid Response Teams will be financed through the Fund while the receiving governments or institutions will be asked to eventually repay the Fund for these services through a portion of operational cost savings accrued.

As a long standing Bioneers partner, SEEDS is applying to serve among the Rapid Response Teams. Under such a capacity we will be able to provide some or all of our energy and climate services free of charge to participating municipalities.



PROPOSAL ACCEPTANCE FORM

This is an Agreement, by and between SEEDS (a Michigan nonprofit organization), located at 921 W. 11th Street, Suite 2E, Traverse County, Michigan 49684 and Manistee County (a Michigan municipal corporation), hereinafter referred to as "Client"), 415 Third Street, Manistee, Michigan 49660.

RECITALS

1. Client desires to utilize the consulting services of SEEDS who agrees to provide such services on the terms and conditions set forth herein.

TERMS

2. **Engagement.** Client engages SEEDS to perform the consulting services set forth in this proposal (hereinafter referred to as "Services"). Services other than those set forth in the proposal shall be performed only pursuant to a written addendum to this Agreement signed by both SEEDS and the Client. Unless otherwise specified in such addendum, additional Services shall be rendered by SEEDS subject to the terms and conditions of this Agreement.
3. **Compensation.** Client shall pay SEEDS for services rendered according to Section 6 Estimated Budget and the attached terms and conditions.
4. **Client's Authorized Agent.** The Client has appointed the person named below as the authorized agent of the Client for purposes of this Agreement. As such, the agent is duly authorized and shall be responsible for the execution of any document pertaining to this Agreement or any amendment hereof, and for approving all change orders, addenda, and additional Services to be performed by SEEDS, if any.
5. **Terms and Conditions.** The terms and conditions of this Agreement shall include the provisions printed on the reverse side hereof and are hereby incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date indicated below.

SEEDS:

Barton Kirk
(signature)

Barton Kirk, Project Manager
(printed name)

September 4, 2009
(date)

CLIENT:

(signature)

(printed name)

(date)

(signature)

(printed name)

(date)



Terms and Conditions

1. This proposal will be considered null and void if project authorization is not received within 30 days of the date of proposal.
2. The Client hereby authorizes the above-described services and agrees to pay SEEDS at the stated price unless another basis of charge is indicated. The Client will pay SEEDS for work outlined in Sections 3 Work Plan and 6 Estimated Budget. The Client will be invoiced and, except as noted within these terms and conditions, payment is due within 30 days of the date of invoice. A service charge of 1.5% per month will be added to past due accounts. Accounts 30 days past due are subject to the Michigan Mechanic's Lien Law.
3. Client agrees to pay SEEDS within thirty (30) days after receipt of an invoice.
4. SEEDS agrees to perform in accordance with a standard of care generally exercised by other environmental and facilitation consultants within this state acting under similar circumstances and conditions.
5. SEEDS' relationship to the Client is that of an independent contractor and not that of a partner, joint venture, or employee of the Client.
6. The Client is to provide copies of all sampling and testing data regarding relevant engineering or environmental studies, which may have been previously performed. SEEDS may be required to utilize sampling, analysis, engineering and other studies prepared by the Client or other consultants. The Client understands that unless otherwise stated in the proposal or this agreement, SEEDS shall not verify or validate, nor shall it be liable for the completeness or accuracy of such data or studies or for claims, fines or penalties arising from the use thereof.
7. SEEDS will use reasonable efforts to maintain confidentiality and not divulge information regarding the proposal, services or its report, except to the Client, parties designated by the Client in writing, or as required by law. Information that is in the public domain shall not be deemed confidential.
8. Client in no way grants SEEDS, its employees, consultants, agents, representatives, contractors and subcontractors, for the purpose of performing all activities, studies and research the right at any time to enter the Site.
9. SEEDS and the Client agree that acceptance by SEEDS of its responsibility under this agreement does not in any way impose upon SEEDS the obligations, responsibility, or liabilities of an owner or operator of the Site.
10. The Client and SEEDS recognize that professional standards and ethics govern the performance of SEEDS' services under this agreement. If circumstances arise which, in SEEDS' opinion, preclude it for professional or ethical reasons from continuing such performance, SEEDS shall advise the Client of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to both parties' satisfaction, either party may terminate this agreement. If so, the Client shall compensate SEEDS in accordance with these terms and conditions.
11. The Client bears full responsibility for any fines, penalties or administrative actions that may be incurred due to non-compliance with Federal or State reporting requirements that may be the results of any delays or actions by the Client or any suspension or termination of performance between the Client and SEEDS as defined within these terms and conditions.
12. The Client may at any time, after providing ten days written notice, suspend further performance by SEEDS. SEEDS may, after providing written notice ten days in advance, suspend further performance if, at any time, payments by the Client for services rendered by SEEDS are not made in accordance with established payment terms. SEEDS may continue suspension of performance until payment is received for all services rendered by SEEDS prior to the date of suspension. Suspension of performance for a period exceeding 30 days for any reason, shall at the sole option of SEEDS result in termination or renegotiation of project scope of work, services provided, terms and conditions, schedule, and estimated costs prior to renewal of project activities and services. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, but at a minimum, the extension shall equal the duration of the suspension.
13. The Client, at its sole discretion, may terminate, upon ten days written notice, the authorized project or any subsequent change order. SEEDS may, at its sole discretion and upon 10 days prior written notice, may terminate the authorized project or any subsequent change order.
14. The Client shall pay SEEDS promptly within 15 days from receipt of invoice for services performed and charges incurred prior to the effective date of suspension or termination, plus suspension or termination charges.
15. The Client and SEEDS acknowledge that differences, including but not limited to interpretation and opinion with respect to regulatory and technical issues, may arise between regulatory agencies and SEEDS as consultant for the Client during or after completion of the proposed services.
16. If a dispute arises out of this agreement and if it cannot be settled through direct discussions, the parties agree to submit this dispute to mediation by a professional mediator selected by the parties. If all or any portion of the dispute remains unsettled, the parties agree to submit any unresolved controversy to arbitration. The parties further agree that a judgment upon the award rendered by the arbitrator(s) may be entered in the appropriate Circuit Court of the State of Michigan. The obligation to mediate and arbitrate disputes arising from this agreement shall survive termination of this agreement.
17. The proposal, project acceptance form and these terms and conditions constitute the full agreement between SEEDS and the Client.

